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INTERSTATE COMMERCE COMMISSION

RENEWAL RIDER

NO. 8-130A010

Date MAY 9 1988

Fee \$ 13.00

ICC Washington, D. C.

Helm Equipment Leasing Corporation, a California corporation ("Lessor") and Burlington Northern Railroad Company, a Delaware corporation ("Lessee") entered into a Locomotive Lease Agreement dated June 25, 1987 (hereinafter "Lease") covering the lease of thirteen (13) locomotives (hereinafter the "Locomotive").

The parties hereto now mutually agree that the Lease, including any supplement or amendment thereto (if any), is hereby adopted by the parties hereto as their agreement for a term beginning January 16, 1988, and extending to and including September 15, 1989.

All the terms and conditions of the Lease as heretofore or herein supplemented and/or amended (if applicable), shall have the same force and effect and be as binding upon the parties hereto during said term as if the same were repeated herein.

1. Amendment of Section 8 of the Lease. Effective as of January 16, 1988, Section 8, "Loss or Destruction:" shall be, and hereby is, amended to reflect a payment in the event of casualty equal to the sum of _____ Helm Equipment Leasing per Locomotive.

ATTEST.

2. Amendment of Section 9 of the Lease. Effective as of January 16, 1988, Section 9, "Mechanical," shall be, and hereby is, amended to read as follows:

"Lessee will, at its sole expense, perform all running repair maintenance work, lubrication and inspection on Locomotives in accordance with manufacturer's recommendation.

Lessor agrees to allow Lessee the right to terminate the lease on any Locomotive, up to a maximum of three (3) Locomotives, during the first eight (8) months of this Lease renewal if the Locomotive fails due to (a) a traction alternator, (b) engine crankshaft or (c) eight (8) or more power assemblies which need replacing at one time. Lessee agrees to accept 100 percent responsibility for items (a), (b) and (c) at any time if said failure has been caused by misuse or accident of Lessee.

Lessor will substitute a Locomotive for any Locomotive which is terminated due to the provisions of this

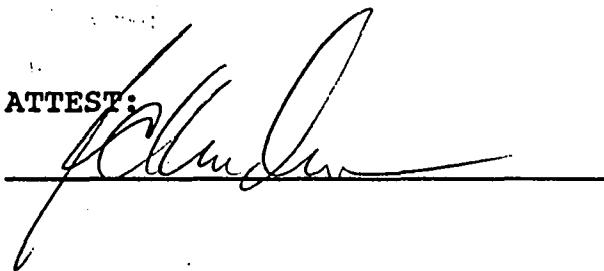
Section 9, up to the maximum of three (3) Locomotives. Such substitution will occur on March 15, 1988, June 15, 1988 or September 15, 1988 whichever immediately follows the termination.

Notwithstanding the foregoing however, Lessor shall have the right to terminate the lease of any Locomotive (in excess of three) that fails due to any of the above reasons. In the event Lessor terminates the lease of a Locomotive(s) due to mechanical reasons, rental shall cease on the date that Lessee delivers Locomotive to Lessor at Minneapolis, Minnesota or other mutually agreed location."

3. Substitution of Schedule A and B. Effective as of January 16, 1988, Schedule A attached hereto shall be, and hereby is, substituted for Schedule A and B attached to the Lease, and from and after the effective date herein, whenever the term "Schedule A or B" is used in the Lease or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Schedule A hereto attached.

Executed in duplicated as of this 12th day of January, 1988.

ATTEST:



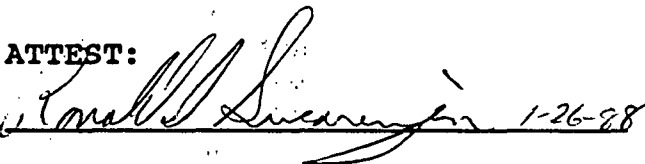
Helm Equipment Leasing

By: 

David R. Eckles
Executive Vice President

Burlington Northern Railroad
Company

ATTEST:

 1-26-88

By: 

Title: System CMO
1-26-88

SCHEDULE A

Locomotive Description: General Motors (Electro Motive Division)
GP38-2, 2000 H.P., Diesel Electric Locomotives.

The Missouri Pacific and Union Pacific locomotive numbers are as follows:

LOCOMOTIVE NUMBER	BUILDER	TYPE	HORSEPOWER	DAILY RENTAL RATE	CASUALTY VALUE
MP 2018	EMD	GP38-2	2000		
MP 2019	EMD	GP38-2	2000		
MP 2021	EMD	GP38-2	2000		
MP 2022	EMD	GP38-2	2000		
MP 2025	EMD	GP38-2	2000		
MP 2037	EMD	GP38-2	2000		
MP 2039	EMD	GP38-2	2000		
MP 2045	EMD	GP38-2	2000		
MP 2052	EMD	GP38-2	2000		

MP 2035

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